

STANDARD INSURANCE COMPANY

A Stock Life Insurance Company
900 SW Fifth Avenue
Portland, Oregon 97204-1282
(503) 321-7000

CERTIFICATE GROUP TERM LIFE INSURANCE

Policyholder:	State of Montana
Policy Number:	608088-F
Effective Date:	January 1, 2019

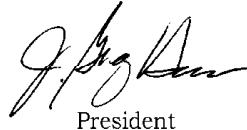
A Group Policy has been issued to the Policyholder. A copy of the Policyholder's application is attached to the Group Policy when issued. We certify that you will be insured as provided by the terms of the Group Policy. If your coverage is changed by an amendment to the Group Policy, we will provide the Policyholder with a revised Certificate or other notice to be given to you.

This Certificate includes an Accelerated Benefit. Death benefits will be reduced if an Accelerated Benefit is paid. The receipt of this benefit may be taxable and may affect your eligibility for Medicaid or other government benefits or entitlements. However, if you meet the definition of "terminally ill individual" according to the Internal Revenue Code Section 101, your Accelerated Benefit may be non-taxable. You should consult your personal tax and/or legal advisor before you apply for an Accelerated Benefit.

Possession of this Certificate does not necessarily mean you are insured. You are insured only if you meet the requirements set out in this Certificate. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern.

"We", "us" and "our" mean Standard Insurance Company. "You" and "your" mean the Member. All other defined terms appear with the initial letter capitalized. Section headings, and references to them, appear in boldface type.

Conformity with Montana Statutes: The provisions of this Certificate conform to the minimum requirements of Montana law and control over any conflicting statutes of any state in which the insured resides on or after the effective date of this Certificate.



President

Table of Contents

COVERAGE FEATURES	1
GENERAL POLICY INFORMATION	1
BECOMING INSURED	1
PREMIUM CONTRIBUTIONS.....	3
SCHEDULE OF INSURANCE	4
REDUCTIONS IN INSURANCE	4
OTHER BENEFITS.....	4
OTHER PROVISIONS	5
LIFE INSURANCE.....	6
A. Insuring Clause.....	6
B. Amount Of Life Insurance	6
C. Changes In Life Insurance.....	6
D. Repatriation Benefit	6
E. When Life Insurance Becomes Effective	7
F. When Life Insurance Ends.....	7
G. Reinstatement Of Life Insurance	8
DEPENDENTS LIFE INSURANCE	9
A. Insuring Clause.....	9
B. Amount Of Dependents Life Insurance	9
C. Changes In Dependents Life Insurance.....	9
D. Definitions For Dependents Life Insurance	9
E. Becoming Insured For Dependents Life Insurance	9
F. When Dependents Life Insurance Ends.....	10
G. Reinstatement Of Optional Spouse Life Insurance.....	11
ACTIVE WORK PROVISIONS	11
PORTABILITY OF INSURANCE	11
CONTINUITY OF COVERAGE	12
WAIVER OF PREMIUM	12
ACCELERATED BENEFIT.....	13
RIGHT TO CONVERT.....	15
CLAIMS FOR DEATH BENEFITS	16
CLAIMS FOR OTHER (NON-DEATH) BENEFITS	17
ASSIGNMENT.....	19
BENEFIT PAYMENT AND BENEFICIARY PROVISIONS	19
TIME LIMITS ON LEGAL ACTIONS	21
INCONTESTABILITY	21
APPLICATIONS.....	21
CLERICAL ERROR, AGENCY, AND MISSTATEMENT	21
TERMINATION OR AMENDMENT OF THE GROUP POLICY	22
DEFINITIONS	22

Index of Defined Terms

Accelerated Benefit, 13	Leave Of Absence Period, 5
Accidental Injury, 22	Life Insurance, 23
Annual Earnings, 22	
	Maximum Conversion Amount, 5
Beneficiary, 19	Member, 1
	Minimum Time Insured, 5
Change In Family Status, 22	
Child, 22	Noncontributory, 23
Class Definition, 2	
Contributory, 23	Open Enrollment Period, 23
Conversion Period, 15	
	Physician, 23
Dependent, 9	Policyholder, 1
Dependents Life Insurance, 23	Prior Plan, 23
Disabled (for definition of Child), 23	Proof Of Loss, 16, 17
Domestic Partner, 24	
	Qualifying Event, 15
Eligibility Waiting Period, 23	Qualifying Medical Condition, 14
Employer(s), 1	
Evidence Of Insurability, 23	Recipient, 20
	Right To Convert, 15
Group Policy, 23	
Group Policy Effective Date, 1	Sickness, 23
Group Policy Number, 1	Spouse, 23
Guarantee Issue Amount (for Dependents Life Insurance), 2	
	Totally Disabled, 12
Injury, 23	
Insurance (for Accelerated Benefit), 14	Waiting Period (for Waiver Of Premium), 12
Insurance (for Right to Convert), 15	Waiver Of Premium, 12
Insurance (for Waiver Of Premium), 12	
	You, Your (for Right To Convert), 15

COVERAGE FEATURES

This section contains many of the features of your group life insurance. Other provisions, including exclusions and limitations, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL POLICY INFORMATION

Group Policy Number:	608088-F
Type of Insurance Provided:	
Life Insurance:	Yes
Dependents Life Insurance:	Yes
Accidental Death And Dismemberment (AD&D) Insurance:	No
Policyholder:	State of Montana
Employer(s):	State of Montana
Group Policy Effective Date:	January 1, 2019
Policy Issued in:	Montana

BECOMING INSURED

To become insured for Life Insurance you must: (a) Be a Member; (b) Complete your Eligibility Waiting Period; and (c) Meet the requirements in **Life Insurance** and **Active Work Provisions**. The Active Work requirement does not apply on the Group Policy Effective Date for Members who are retired on that date.

Definition of Member:	<p>You are a Member if you are an employee of a participating department or agency of the State of Montana who is enrolled in the Employer-sponsored health plan, and one of the following:</p> <ol style="list-style-type: none">1. A permanent full-time employee scheduled to work more than six months in any twelve month period.2. A permanent part-time or job-share employee who is regularly scheduled to work 20 hours or more per week, and more than six months in any twelve month period.3. A seasonal employee who is regularly scheduled to work 20 hours or more per week for six months or more a year, or who works 20 hours or more a week for a continuous period of time of more than six months a year although not regularly scheduled to do so.4. An Elected Official.5. An Officer or permanent employee of the legislative branch.6. A Judge or permanent employee of the judicial branch.
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7. A temporary employee who: (a) is regularly scheduled to work 20 hours or more per week for more than six months within a year; or (b) works for 20 hours or more per week for a continuous period of more than six months although not regularly scheduled to do so; or (c) is covered under a labor union contract which provides for eligibility.
8. A member of the legislature.

Member includes an individual retired under the Employer's retirement program who is:

1. Not eligible for Medicare;
2. Under age 65;
3. Electing the Core Benefit Package upon retirement; and
4. Paying premiums in accordance with the Self Pay Provision. See **Life Insurance**.

You are not a Member if you are:

1. A leased employee.
2. An independent contractor.
3. A full time member of the armed forces of any country.

Class Definition:

Class 1: Active Members

Class 2: Retired Members

Eligibility Waiting Period:

You are eligible on the later of (A) the Group Policy Effective Date, and (B) the date determined as follows:

Elected Officials - on the date you take the oath of office, but not before the date your term begins.

All other Members - on the first day you are on pay status.

Evidence of Insurability:

Required:

- a. For late application for Optional Life Insurance and Optional Spouse Life Insurance.
- b. For Optional Spouse Life Insurance in excess of the Guarantee Issue Amount of \$10,000.
- c. For reinstatements if required. See Reinstatement provisions in **Life Insurance** and **Dependents Life Insurance**.
- d. For Members and Dependents eligible but not insured under the Prior Plan.
- e. For any Optional Life Insurance Benefit in excess of the Guarantee Issue Amount of 1 times your Annual Earnings rounded to the next higher multiple of \$5,000, if not already a multiple of \$5,000.

- f. For elective increases in Optional Life Insurance or Optional Spouse Life Insurance.

Exceptions to Evidence Of Insurability Requirements:

- Evidence of Insurability will be waived for Optional Life Insurance for an employee who is covered under Optional Spouse Life Insurance and who ceases to be a Dependent due to a Family Status Change, provided:
 1. The employee is a Member.
 2. The employee applies within 60 days following the date of the Family Status Change.
 3. The amount of Optional Life Insurance is not in excess of the employee's Optional Spouse Life Insurance in effect on the day before the Family Status Change.
- Evidence of Insurability will be waived to become insured for Optional Spouse Life Insurance if:
 1. Your Spouse was insured for Life Insurance as a Member;
 2. Your Spouse ceased to be insured due to retirement or termination of employment;
 3. You apply for Optional Spouse Life Insurance within 31 days following the date your Spouse ceased to be insured as a Member; and
 4. The amount of Optional Spouse Life Insurance for which you apply does not exceed the amount for which your Spouse was insured on the day before your Spouse ceased to be insured as a Member.
- Evidence of Insurability is waived during your Employer's Open Enrollment Period for Optional Life Insurance and Dependents Life Insurance for your Spouse, as follows:
 1. If you are insured for Optional Life Insurance, you may elect an increase of \$5,000 or \$10,000.
 2. You may apply for Dependents Life Insurance for your Spouse in the amount of \$5,000 or \$10,000, not to exceed the Guarantee Issue Amount of \$10,000.
 3. You may elect an increase in Dependents Life Insurance for your Spouse in the amount of \$5,000, not to exceed the Guarantee Issue Amount of \$10,000.

PREMIUM CONTRIBUTIONS

Basic Life Insurance:	Class 1: Noncontributory
	Class 2: Contributory
Optional Life Insurance:	Contributory
Basic Dependents Life Insurance:	Contributory
Optional Spouse Life Insurance:	Contributory

Grace Period And Termination For Nonpayment

If a premium is not paid on or before its Premium Due Date, it may be paid during the Grace Period. The length of the Grace Period is shown in the **Coverage Features** of the Group Policy issued to the Policyholder. The Group Policy will remain in force during the Grace Period.

If the premium is not paid during the Grace Period, the Group Policy will terminate automatically at the end of the Grace Period.

The Policyholder is liable for premium for insurance under the Group Policy during the Grace Period.

SCHEDULE OF INSURANCE

SCHEDULE OF LIFE INSURANCE

For you:

Basic Life Insurance Benefit: \$14,000

Optional Life Insurance Benefit: Class 1: The sum of a) 1 times your Annual Earnings, rounded to the next higher multiple of \$5,000, if not already a multiple of \$5,000, plus b) the multiple of \$5,000 you select in writing. The maximum amount is \$500,000.

Class 2: None

The Repatriation Benefit: The expenses incurred to transport your body to a mortuary near your primary place of residence, but not to exceed \$5,000 or 10% of the Life Insurance Benefit, whichever is less.

For your Dependents:

Basic Dependents Life Insurance Benefit: Class 1:

Spouse: \$2,000

Child: \$1,000

Class 2: None

Optional Spouse Life Insurance Benefit: Class 1:

Spouse: You may select any multiple of \$5,000, up to \$500,000.

Child: Not applicable

Class 2: None

The amount of your Optional Spouse Life Insurance may not exceed 100% of the amount of your Optional Life Insurance.

REDUCTIONS IN INSURANCE

Your insurance is not subject to reductions due to age.

OTHER BENEFITS

Waiver Of Premium: Class 1: Yes

Class 2: No

Accelerated Benefit: Class 1: Yes

OTHER PROVISIONS

Limits on Right To Convert if
Group Policy terminates
or is amended:

Minimum Time Insured: 3 years

Maximum Conversion Amount: \$10,000

Leave Of Absence Period: 12 months

Insurance Eligible For Portability:

For you:

Life Insurance: Yes

Minimum combined amount: \$10,000

Maximum combined amount: \$300,000

For your Spouse:

Dependents Life Insurance: Yes

Minimum combined amount: \$5,000

Maximum combined amount: \$100,000

For your Child:

Dependents Life Insurance: Yes

Minimum combined amount: \$1,000

Maximum combined amount: \$1,000

Annual Earnings based on: Earnings in effect on your last full day of Active Work,
unless you had a salary decrease. See Annual Earnings in
Definitions for more information.

LIFE INSURANCE

A. Insuring Clause

If you die while insured for Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Life Insurance

See the **Coverage Features** for the Life Insurance schedule.

C. Changes In Life Insurance

Subject to the **Active Work Provisions**, changes in your Life Insurance becomes effective as follows:

1. Changes In Annual Earnings

If your Optional Life Insurance exceeds 100% of your Annual Earnings, the amount of your Optional Life Insurance will not change because of a change in your Annual Earnings.

If your Optional Life Insurance equals 100% of your Annual Earnings, a change in the amount of your Optional Life Insurance because of an increase in your Annual Earnings becomes effective on the first day of the calendar month for which the required premium payment is made.

Your Optional Life Insurance will not change because of a decrease in your Annual Earnings.

2. Elective Changes

You must apply in writing for any elective change in your Optional Life Insurance. You may elect changes in Optional Life Insurance (a) during an Open Enrollment Period, or (b) within 60 days following a Change In Family Status.

a. Changes Elected During An Open Enrollment Period

An elective decrease in your Optional Life Insurance becomes effective on the Open Enrollment Period effective date following the date you apply for the decrease.

An elective increase in your Optional Life Insurance becomes effective on the date we approve your Evidence Of Insurability or the Open Enrollment Period effective date following the date you apply for the increase, whichever is later.

b. Changes Elected During The First 60 Days Following Change In Family Status

An elective decrease in your Optional Life Insurance becomes effective on the first day of the calendar month following the last period for which premium payment was made for the pre-decrease amount.

An elective increase in your Optional Life Insurance becomes effective on the date we approve your Evidence Of Insurability.

D. Repatriation Benefit

The amount of the Repatriation Benefit is shown in the **Coverage Features**.

We will pay a Repatriation Benefit if all of the following requirements are met.

1. A Life Insurance Benefit is payable because of your death.
2. You die more than 200 miles from your primary place of residence.
3. Expenses are incurred to transport your body to a mortuary near your primary place of

residence.

E. When Life Insurance Becomes Effective

The **Coverage Features** states whether your Life Insurance is Contributory or Noncontributory.

Subject to the **Active Work Provisions**, your Life Insurance becomes effective as follows:

1. Basic Life Insurance

Basic Life Insurance becomes effective on the date you become a Member.

2. Optional Life Insurance

If you wish to become insured for Optional Life Insurance, you must apply (a) within 31 days of becoming eligible, (b) during an Open Enrollment Period, or (c) within 60 days following a Change In Family Status.

a. Optional Life Insurance Not Subject to Evidence Of Insurability

Optional Life Insurance not subject to Evidence Of Insurability becomes effective on the date you enroll.

b. Optional Life Insurance Subject to Evidence Of Insurability

Optional Life Insurance subject to Evidence Of Insurability becomes effective on the date we approve your Evidence Of Insurability.

Late application: Evidence Of Insurability is required if you apply more than 31 days after you become eligible.

3. Takeover Provision

a. If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, your Eligibility Waiting Period is waived on the effective date of your Employer's coverage under the Group Policy.

b. You must submit satisfactory Evidence Of Insurability to become insured for Life Insurance if you were eligible under the Prior Plan for more than 31 days but were not insured.

F. When Life Insurance Ends

Life Insurance ends automatically on the earliest of:

1. The last day of the calendar month in which a premium contribution was made for your Life Insurance; or, if you were hired prior to August 1, 1998, the last day of the calendar month next following the date the last period ends for which a premium contribution was made for your Life Insurance;

2. The date the Group Policy terminates;

3. The last day of the calendar month in which your employment terminates; or, if you were hired prior to August 1, 1998, the last day of the calendar month next following the date your employment terminates.

However, if your employment terminates due to a reduction in force, you may continue your insurance by paying your portion of the cost of your insurance to the Employer on or before each premium due date. You must elect to continue your insurance on or before the date your insurance would otherwise end, and you may not become insured again after your insurance ends unless you return to Active Work. You may continue your insurance for up to six months after the effective date of your termination due to the reduction in force, but not beyond the date you become employed.

4. The date you cease to be a Member. However, if you cease to be a Member because you are working less than the required minimum number of hours, your Life Insurance will be

continued with premium payment during the following periods, unless it ends under 1. through 3. above.

- a. While your Employer is paying you at least the same Annual Earnings paid to you immediately before you ceased to be a Member.
- b. While your ability to work is limited because of Sickness or Injury.
- c. During the first 6 months of:
 - (1) A temporary layoff; or
 - (2) A strike, lockout, or other general work stoppage caused by a labor dispute between your collective bargaining unit and your Employer.
- d. During a leave of absence if continuation of your insurance under the Group Policy is required by a state-mandated family or medical leave act or law.
- e. During any other scheduled leave of absence approved by your Employer in advance and in writing and lasting not more than the period shown in the **Coverage Features**.
- f. For the period of time your Employer agreed to continue coverage.

SELF PAY PROVISION

You may continue your Life Insurance during the periods below by paying the entire cost of your insurance to the Employer on or before each premium due date. If you are an active Member, you must elect to continue your insurance on or before the date your insurance would otherwise end, and you may not become insured again after your insurance ends unless you return to Active Work. If you are retiring under the Employer's Retirement Plan, you must elect to continue your insurance within 90 days of the date your insurance would otherwise end. Your insurance will end on the earliest of 1. through 4. above.

You may continue your insurance:

- For up to 18 months while you are on approved leave without pay status, if you are a represented Member.
- For up to 12 months while you are on approved leave without pay status, if you are any active Member other than a represented Member.
- For up to 12 months while you are receiving Worker's Compensation benefits for any Sickness or Injury sustained during state employment.
- With respect to Basic Life Insurance only, while you are retired under the Employer's Retirement Plan, but not beyond the earlier of (A) the date you become eligible for Medicare, and (B) the date you reach age 65.

G. Reinstatement Of Life Insurance

If your Life Insurance ends, you may become insured again as a new Member. However, 1. through 4. below will apply.

1. If your Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days:
 - a. The Eligibility Waiting Period will be waived; and
 - b. You will not be required to provide Evidence Of Insurability to become insured again for Optional Life Insurance that is equal to or less than the amount of Optional Life Insurance which ended, provided you apply within 31 days after you again become eligible.
2. If your Life Insurance ends because you fail to make a required premium contribution, you must provide Evidence Of Insurability to become insured again.

3. If you exercised your Right To Convert, you must provide Evidence Of Insurability to become insured again.
4. If your Life Insurance ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your insurance will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.

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DEPENDENTS LIFE INSURANCE

A. Insuring Clause

If your Dependent dies while insured for Dependents Life Insurance, we will pay benefits according to the terms of the Group Policy after we receive Proof Of Loss satisfactory to us.

B. Amount Of Dependents Life Insurance

See the **Coverage Features** for the amount of your Dependents Life Insurance.

C. Changes In Dependents Life Insurance

1. Increases

You must apply in writing for any elective increase in your Optional Spouse Life Insurance. An increase in your Optional Spouse Life Insurance becomes effective on the first day of the calendar month next following the date we approve Evidence Of Insurability for your Spouse.

2. Decreases

A decrease in your Dependents Life Insurance or Optional Spouse Life Insurance becomes effective on the first day of the calendar month next following the end of the last period for which premium payment for the pre-decrease amount was made.

D. Definitions For Dependents Life Insurance

Dependent means your Spouse or Child. Dependent does not include a person who is a full-time member of the armed forces of any country.

E. Becoming Insured For Dependents Life Insurance

1. Eligibility And Effective Dates For Basic Dependents Life Insurance

You become eligible to insure your Dependents on the later of:

- a. The date your Life Insurance becomes effective; and
- b. The date you first acquire a Dependent.

You must agree to make the required contributions to the Policyholder and apply for Dependents Life Insurance within 91 days after you become eligible to insure a child acquired by live birth or adoption, and within 60 days after you become eligible to insure all other Dependents, including your Spouse. You may not insure your Dependents for Basic Dependents Life Insurance unless you enroll for Basic Dependents Life Insurance within the specified time periods.

You may apply for Basic Dependents Life Insurance when you apply for Basic Life Insurance on your life, provided you have a Dependent on that date.

Your Basic Dependents Life Insurance becomes effective on the first day of the calendar month next following the month of enrollment for which a full premium payment has been made.

While your Basic Dependents Life Insurance is in effect, each new Dependent becomes insured immediately.

2. Eligibility For Optional Spouse Life Insurance

You become eligible for Optional Spouse Life Insurance on the later of:

- a. The date your Optional Life Insurance becomes effective; and
- b. The date you first acquire a Spouse.

You must apply for Optional Spouse Life Insurance and agree to make the required contributions to the Policyholder.

You may apply for Optional Spouse Life Insurance when you apply for Optional Life Insurance on your life, provided you have a Spouse on that date.

3. Effective Dates For Optional Spouse Life Insurance

Optional Spouse Life Insurance becomes effective as follows:

a. Optional Spouse Life Insurance Subject To Evidence Of Insurability

Your Optional Spouse Life Insurance subject to Evidence Of Insurability becomes effective on the later of a) the date you apply if you apply within 60 days after you become eligible to insure your Spouse, and b) the date we approve Evidence Of Insurability for your Spouse.

b. Optional Spouse Life Insurance Not Subject To Evidence Of Insurability

Optional Spouse Life Insurance not subject to Evidence Of Insurability becomes effective on the latest of:

- i. The date your Optional Life Insurance becomes effective if you apply on or before that date;
- ii. The date you become eligible to insure your Spouse if you apply on or before that date; and
- iii. The date you apply if you apply within 60 days after you become eligible to insure your Spouse.

Late Application: Evidence Of Insurability is required for your Spouse if you apply more than 60 days after you become eligible to insure your Spouse.

F. When Dependents Life Insurance Ends

Dependents Life Insurance ends automatically on the earliest of:

1. Five months after you die (no premiums will be charged for your Dependents Life Insurance during this time);
2. The date your Life Insurance ends;
3. The date the Group Policy terminates, or the date Dependents Life Insurance terminates under the Group Policy;
4. The date the last period ends for which a premium was paid for your Dependents Life Insurance;
5. For your Spouse, the last day of the calendar month in which you divorce or in which your Domestic Partner relationship terminates;
6. For any Dependent, the last day of the calendar month in which the Dependent ceases to be a Dependent; and

7. For a Child who is Disabled, 90 days after we mail you a request for proof of Disability, if proof is not given.

G. Reinstatement Of Optional Spouse Life Insurance

If your Optional Spouse Life Insurance ends because you cease to be a Member, and if you become a Member again within 90 days, your Spouse will not be required to provide Evidence Of Insurability to become insured again for Optional Spouse Life Insurance that is equal to or less than the amount of Optional Spouse Life Insurance which ended, provided you apply for Optional Spouse Life Insurance within 31 days after you again become eligible.

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ACTIVE WORK PROVISIONS

If you are not Actively At Work on the scheduled effective date of your insurance or an increase in your insurance, your insurance or increase will not become effective until the day after you complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing the material duties of your own occupation at your Employer's usual place of business. You will also meet the Active Work requirement if:

1. You were absent from Active Work because of a regularly scheduled day off, holiday, or vacation day; and
2. You were Actively At Work on your last scheduled work day before the date of your absence.

PORTABILITY OF INSURANCE

A. Portability Of Insurance

If your insurance under the Group Policy ends because your employment with your Employer terminates, you may be eligible to buy portable group insurance coverage as shown in the **Coverage Features** for yourself and your Dependents without submitting Evidence Of Insurability. To be eligible you must satisfy the following requirements:

1. On the date your employment terminates, you must be able to perform with reasonable continuity the material duties of at least one gainful occupation for which you are reasonably fitted by education, training and experience.

(If you are unable to meet this requirement, see the **Right To Convert** and **Waiver Of Premium** provisions for other options that may be available to you under the Group Policy.)
2. On the date your employment terminates, you are under age 65.
3. On the date your employment terminates, you must have been continuously insured under the Group Policy for at least 12 consecutive months. In computing the 12 consecutive month period, we will include time insured under the Prior Plan.
4. You must apply in writing and pay the first premium directly to us at our home office within 31 days after the date your employment terminates. You must purchase portable group life insurance coverage for yourself in order to purchase any other insurance eligible for portability.

This portable group insurance will be provided under a master Group Life Portability Insurance Policy we have issued to the Standard Insurance Company Group Insurance Trust. If approved, the certificate you will receive will be governed under the terms of the Group Life Portability Insurance Policy and will contain provisions that differ from your Employer's coverage under the Group Policy.

B. Amount Of Portable Insurance

The minimum and maximum amounts that you are eligible to buy under the Group Life Portability Insurance Policy are shown in the **Coverage Features**. You may buy less than the maximum amounts in increments of \$1,000.

The combined amounts of insurance purchased under this **Portability Of Insurance** provision and the **Right To Convert** provision cannot exceed the amount in effect under the Group Policy on the day before your employment terminates.

C. When Portable Insurance Becomes Effective

Portable group insurance will become effective the day after your employment with your Employer terminates, if you apply within 31 days after the date your employment terminates.

If death occurs within 31 days after the date insurance ends under the Group Policy, life insurance benefits, if any, will be paid according to the terms of the Group Policy in effect on the date your employment terminates and not the terms of the Group Life Portability Insurance Policy.

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CONTINUITY OF COVERAGE

A. Waiver Of Active Work Requirement

If you were insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy, you can become insured on the effective date of your Employer's coverage without being Actively At Work.

B. Payment Of Benefit

The benefits payable before you resume Active Work will be:

1. The benefits which would have been payable under the terms of the Prior Plan if it had remained in force; reduced by
2. Any benefits payable under the Prior Plan.

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WAIVER OF PREMIUM

A. Waiver Of Premium Benefit

Insurance will be continued without payment of premiums while you are Totally Disabled if:

1. You become Totally Disabled while insured under the Group Policy and under age 60;
2. You complete your Waiting Period; and
3. You give us satisfactory Proof Of Loss.

B. Definitions For Waiver Of Premium

1. Insurance means all your insurance under the Group Policy, except AD&D Insurance.
2. Totally Disabled means that, as a result of Sickness or Accidental Injury, you are unable to perform with reasonable continuity the material duties of any gainful occupation for which you are reasonably fitted by education, training and experience.
3. Waiting Period means the 180 consecutive day period beginning on the date you become Totally Disabled. Waiver Of Premium begins when you complete the Waiting Period.

C. Premium Payment

Premium payment must continue until the later of:

1. The date you complete your Waiting Period; and
2. The date we approve your claim for Waiver Of Premium.

D. Refund Of Premiums

We will refund up to 12 months of the premiums that were paid for Insurance after the date you become Totally Disabled.

E. Amount Of Insurance

The amount of Insurance eligible for Waiver Of Premium is the amount in effect on the day before you become Totally Disabled. However, the following will apply:

1. Insurance will be reduced or terminated according to the Group Policy provisions in effect on the day before you become Totally Disabled. These include, but are not limited to, Reductions In Insurance in the **Coverage Features** and When Life Insurance Ends in the **Life Insurance** section.
2. If you become insured under a group life insurance plan that replaces the Group Policy while you are eligible for Waiver Of Premium, any death benefit payable under the Group Policy will be reduced by the amount payable under the replacement group life insurance plan.
3. If you receive an Accelerated Benefit, Insurance will be reduced according to the **Accelerated Benefit** provision.

F. Effect Of Death During The Waiting Period

If you die during the Waiting Period and are otherwise eligible for Waiver Of Premium, the Waiting Period will be waived.

G. Termination Or Amendment Of The Group Policy

Insurance will not be affected by termination or amendment of the Group Policy after you become Totally Disabled.

H. When Waiver Of Premium Ends

Waiver Of Premium ends on the earliest of:

1. The date you cease to be Totally Disabled;
2. 90 days after the date we mail you a request for additional Proof Of Loss, if it is not given;
3. The date you fail to attend an examination or cooperate with the examiner;
4. With respect to the amount of Insurance which an insured has converted, the effective date of the individual life insurance policy issued to the insured; and
5. The last day of the calendar month in which you reach age 65.

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ACCELERATED BENEFIT

A. Accelerated Benefit

If you qualify for Waiver Of Premium and give us satisfactory proof of having a Qualifying Medical Condition while you are insured under the Group Policy, you may have the right to receive during your lifetime a portion of your Insurance as an Accelerated Benefit. You must have at least \$10,000 of Insurance in effect to be eligible.

If your Insurance is scheduled to end within 24 months following the date you apply for the Accelerated Benefit, you will not be eligible for the Accelerated Benefit.

Qualifying Medical Condition means you are terminally ill as a result of an illness or physical condition which is reasonably expected to result in death within 12 months.

We may have you examined at our expense in connection with your claim for an Accelerated Benefit. Any such examination will be conducted by one or more Physicians of our choice.

B. Application For Accelerated Benefit

You must apply for an Accelerated Benefit. To apply you must give us satisfactory Proof Of Loss on our forms. Proof Of Loss must include a statement from a Physician that you have a Qualifying Medical Condition.

C. Amount Of Accelerated Benefit

You may receive an Accelerated Benefit of up to 75% of your Insurance. The maximum Accelerated Benefit is \$500,000. The minimum Accelerated Benefit is \$5,000 or 10% of your Insurance, whichever is greater.

If the amount of your Insurance is scheduled to reduce within 12 months following the date you apply for the Accelerated Benefit, your Accelerated Benefit will be based on the reduced amount.

The Accelerated Benefit will be paid to you once in your lifetime in a lump sum. If you recover from your Qualifying Medical Condition after receiving an Accelerated Benefit, we will not ask you for a refund.

D. Effect On Insurance

For any purpose other than premium payment, the amount of your Insurance after payment of the Accelerated Benefit will be

the amount of your Insurance as if no Accelerated Benefit had been paid, minus
the amount of the Accelerated Benefit.

E. Exclusions

No Accelerated Benefit will be paid if:

1. All or part of your Insurance must be paid to your Child(ren), or your Spouse or former Spouse as part of a court approved divorce decree, separate maintenance agreement, or property settlement agreement.
2. You are married and live in a community property state unless you give us a signed written consent from your Spouse.
3. You have made an assignment of all or part of your Insurance unless you give us a signed written consent from the assignee.
4. You have filed for bankruptcy, unless you give us written approval from the Bankruptcy Court for payment of the Accelerated Benefit.
5. You are required by a government agency to use the Accelerated Benefit to apply for, receive, or continue a government benefit or entitlement.
6. You have previously received an Accelerated Benefit under the Group Policy.

F. Definitions For Accelerated Benefit

Insurance means your Life Insurance Benefit under the Group Policy.

LIAB.OT.1X

RIGHT TO CONVERT

A. Right To Convert

You may buy an individual policy of life insurance without Evidence Of Insurability if:

1. Your Insurance ends or is reduced due to a Qualifying Event; and
2. You apply in writing and pay us the first premium during the Conversion Period.

Except as limited under C. Limits On Right To Convert, the maximum amount you have a Right To Convert is the amount of your Insurance which ended.

B. Definitions For Right To Convert

1. Conversion Period means the 31-day period after the date of any Qualifying Event.
2. Insurance means all your insurance under the Group Policy, including insurance continued under Waiver Of Premium, but excluding AD&D Insurance.
3. Qualifying Event means termination or reduction of your Insurance for any reason except:
 - a. The Member's failure to make a required premium contribution.
 - b. Payment of an Accelerated Benefit.
4. You and your mean any person insured under the Group Policy.

C. Limits On Right To Convert

If your Insurance ends or is reduced because of termination or amendment of the Group Policy, 1. and 2. below will apply.

1. You may not convert Insurance which has been in effect for less than three years.
2. The maximum amount you have a Right To Convert is the lesser of:
 - a. The amount of your Insurance which ended, minus any other group life insurance for which you become eligible during the Conversion Period; or
 - b. \$10,000.

D. The Individual Policy

You may select any form of individual life insurance policy we issue to persons of your age, except:

1. A term insurance policy;
2. A universal life policy;
3. A policy with disability, accidental death, or other additional benefits; or
4. A policy in an amount less than the minimum amount we issue for the form of life insurance you select.

The individual policy of life insurance will become effective on the day after the end of the Conversion Period. We will use our published rates for standard risks to determine the premium.

E. Death During The Conversion Period

If you die during the Conversion Period, we will pay a death benefit equal to the maximum amount you had a Right To Convert, whether or not application for the individual policy or the payment of the first premium has been made. The benefit will be paid according to the **Benefit Payment And Beneficiary Provisions**.

LI.RC.OT.1X

CLAIMS FOR DEATH BENEFITS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

B. Proof Of Loss

No benefits will be provided until we receive Proof Of Loss.

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;
2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant.

C. Investigation Of Claim, Autopsy

While investigating a death claim under the Group Policy, we may have an autopsy performed at our expense, except where prohibited by law.

D. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. Within 30 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim for an additional 30 days.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) that we expect to decide the claim within 60 days of receipt of Proof Of Loss; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) the additional information we need to resolve those issues.

The claimant will have 45 days to provide the additional information we need to decide the claim. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, within 30 days after we receive the requested additional information we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.
4. Information concerning the claimant's right to a review of our decision.

E. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing within 60 days after receiving notice of the denial.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. Within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

F. Interest On Death Benefits

We will pay interest on death benefits from the 30th day after receipt of Proof Of Loss until the date of payment. Interest is calculated at the monthly average discount rate on 90-day AA asset-backed commercial paper in effect at the Federal Reserve Bank in the ninth Federal Reserve District on the date of receipt of Proof Of Loss.

(2ND REV PUB WRDG) LI.CL.MT.5X

CLAIMS FOR OTHER (NON-DEATH) BENEFITS

A. Filing A Claim

Claims should be filed on our forms. If we do not provide our forms within 15 days after they are requested, the claim may be submitted in a letter to us.

B. Time Limits On Filing Proof Of Loss

Proof Of Loss must be provided within 90 days after the date of the loss. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

Proof Of Loss for Waiver Of Premium must be provided within 12 months after the end of the Waiting Period. We will require further Proof Of Loss at reasonable intervals, but not more often than once a year after you have been continuously Totally Disabled for two years.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the Member or Beneficiary lacks legal capacity.

C. Proof Of Loss

No benefits will be provided until we receive Proof Of Loss.

Proof Of Loss means written proof that a loss occurred:

1. For which the Group Policy provides benefits;

2. Which is not subject to any exclusions; and
3. Which meets all other conditions for benefits.

Proof Of Loss includes any other information we may reasonably require in support of a claim. Proof Of Loss must be in writing and must be provided at the expense of the claimant.

D. Investigation Of Claim

While investigating a claim, we may have you examined at our expense at reasonable intervals. Any such examination will be conducted by specialists of our choice.

E. Notice Of Decision On Claim

We will evaluate a claim for benefits promptly after we receive it. Within 30 days after we receive the claim we will send the claimant: (a) a written decision on the claim; or (b) a notice that we are extending the period to decide the claim.

If we extend the period to decide the claim, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim; (c) an explanation of the standards on which entitlement to benefits is based; (d) the unresolved issues preventing a decision; and (e) the additional information we need to resolve those issues.

The claimant will have 45 days to provide the additional information we need to decide the claim. If the claimant does not provide the requested information within 45 days, we may decide the claim based on the information we have received.

If we deny any part of the claim, within 30 days after we receive the requested additional information we will send the claimant a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. A description of any additional information needed to support the claim.
4. Information concerning the claimant's right to a review of our decision.

F. Review Procedure

If all or part of a claim is denied, the claimant may request a review. The claimant must request a review in writing:

1. Within 180 days after receiving notice of the denial of a claim for Waiver Of Premium;
2. Within 60 days after receiving notice of the denial of any other claim.

The claimant may send us written comments or other items to support the claim. The claimant may review and receive copies of any non-privileged information that is relevant to the request for review. There will be no charge for such copies. Our review will include any written comments or other items the claimant submits to support the claim.

We will review the claim promptly after we receive the request. With respect to all claims except Waiver Of Premium claims, within 60 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 60 days.

With respect to Waiver Of Premium claims, within 45 days after we receive the request for review we will send the claimant: (a) a written decision on review; or (b) a notice that we are extending the review period for 45 days.

If an extension is due to the claimant's failure to provide information necessary to decide the claim on review, the extended time period for review of the claim will not begin until the claimant provides the information or otherwise responds.

If we extend the review period, we will notify the claimant of the following: (a) the reasons for the extension; (b) when we expect to decide the claim on review; and (c) any additional information we need to decide the claim.

If we request additional information, the claimant will have 45 days to provide the information. If the claimant does not provide the requested information within 45 days, we may conclude our review of the claim based on the information we have received.

With respect to Waiver Of Premium claims, the person conducting the review will be someone other than the person who denied the claim and will not be subordinate to that person. The person conducting the review will not give deference to the initial denial decision. If the denial was based on a medical judgement, the person conducting the review will consult with a qualified health care professional. This health care professional will be someone other than the person who made the original medical judgement and will not be subordinate to that person. The claimant may request the names of medical or vocational experts who provided advice to us about a claim for Waiver Of Premium.

If we deny any part of the claim on review, the claimant will receive a written notice of denial containing:

1. The reasons for our decision.
2. Reference to the parts of the Group Policy on which our decision is based.
3. Information concerning the claimant's right to receive, free of charge, copies of non-privileged documents and records relevant to the claim.

(2ND REV PUB WRDG) LI.CL.MT.5X

ASSIGNMENT

The rights and benefits under the Group Policy cannot be assigned.

LI.AS.OT.1

BENEFIT PAYMENT AND BENEFICIARY PROVISIONS

A. Payment Of Benefits

1. Except as provided in item 4. below, benefits payable because of your death will be paid to the Beneficiary you name. See B. through E. of this section.
2. The benefits below will be paid to you if you are living.
 - a. Dependents Life Insurance benefits.
 - b. Accelerated Benefits.
3. Dependents Life Insurance benefits which are unpaid at your death will be paid in equal shares to the Dependent's intestate estate.
4. Additional Benefits will be paid as follows:

The Repatriation Benefit will be paid to the person who incurs the transportation expenses.

B. Naming A Beneficiary

Beneficiary means a person you name to receive death benefits. You may name one or more Beneficiaries.

If you name two or more Beneficiaries in a class:

1. Two or more surviving Beneficiaries will share equally, unless you provide for unequal shares.

2. If you provide for unequal shares in a class, and two or more Beneficiaries in that class survive, we will pay each surviving Beneficiary his or her designated share. Unless you provide otherwise, we will then pay the share(s) otherwise due to any deceased Beneficiary(ies) to the surviving Beneficiaries pro rata based on the relationship that the designated percentage or fractional share of each surviving Beneficiary bears to the total shares of all surviving Beneficiaries.
3. If only one Beneficiary in a class survives, we will pay the total death benefits to that Beneficiary.

You may name or change Beneficiaries at any time without the consent of a Beneficiary.

Your Beneficiary designation must be the same for Life Insurance and AD&D Insurance death benefits.

You must name or change Beneficiaries in writing. Writing includes a form signed by you or a verification from the Policyholder or Employer of an electronic or telephonic designation made by you.

Your designation:

1. Must be dated;
2. Must be delivered to the Policyholder or Employer during your lifetime;
3. Must relate to the insurance provided under the Group Policy;
4. Will take effect on the date it is delivered to the Policyholder or Employer.

If we approve it, a designation which meets the requirements of a Prior Plan will be accepted as your Beneficiary designation under the Group Policy.

C. Simultaneous Death Provision

If a Beneficiary or a person in one of the classes listed in item D. No Surviving Beneficiary dies on the same day you die, or within 15 days thereafter, benefits will be paid as if that Beneficiary or person had died before you, unless Proof Of Loss with respect to your death is delivered to us before the date of the Beneficiary's death.

D. No Surviving Beneficiary

If you do not name a Beneficiary, or if you are not survived by one, benefits will be paid in equal shares to your intestate estate.

E. Methods Of Payment

Recipient means a person who is entitled to benefits under this **Benefit Payment and Beneficiary Provisions** section.

1. Lump Sum

Unless a Recipient chooses installments as described in 2. below, the amount payable to a Recipient will be paid in a lump sum.

2. Installments

Payment to a Recipient may be made in installments if:

- a. The amount payable is \$25,000 or more;
- b. The Recipient chooses; and
- c. We agree.

To the extent permitted by law, the amount payable to the Recipient will not be subject to any legal process or to the claims of any creditor or creditor's representative.

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TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until 60 days after we have been given Proof Of Loss. No such action may be brought more than three years after the time within which Proof Of Loss is required to be given.

LI.TL.OT.1X

INCONTESTABILITY

The validity of the Group Policy will not be contested after it has been in force for two years from its date of issue, except for nonpayment of premiums.

A statement made by any person insured under the Group Policy relating to the person's insurability may not be used in contesting the validity of the insurance with respect to which the statement was made after the insurance has been in force prior to the contest for a period of two years during the person's lifetime or unless it is contained in a written instrument signed by the person.

LI.IN.OT.2X

APPLICATIONS

A copy of the application, if any, of the Policyholder will be attached to the Group Policy when issued.

All statements made by the Policyholder or by a person insured will be considered representations and not warranties.

A statement made by any person insured will not be used in any contest unless a copy of the instrument containing the statement is or has been furnished to the insured person or to the insured person's beneficiary.

CLERICAL ERROR, AGENCY, AND MISSTATEMENT

A. Clerical Error

Clerical error by the Policyholder, your Employer, or their respective employees or representatives will not:

1. Cause a person to become insured.
2. Invalidate insurance otherwise validly in force.
3. Continue insurance otherwise validly terminated.

B. Agency

The Policyholder and your Employer act on their own behalf as your agent, and not as our agent.

C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of premiums, benefits, or both. The adjustment will be based on:

1. The amount of insurance based on the correct age; and

2. The difference between the premiums paid and the premiums which would have been paid if the age had been correctly stated.

LI.CE.OT.1

TERMINATION OR AMENDMENT OF THE GROUP POLICY

The Group Policy may be terminated by us or the Policyholder according to its terms. It will terminate automatically for nonpayment of premium. The Policyholder may terminate the Group Policy in whole, and may terminate insurance for any class or group of Members, at any time by giving us written notice.

Benefits under the Group Policy are limited to its terms, including any valid amendment. No change or amendment will be valid unless it is approved in writing by one of our executive officers and given to the Policyholder for attachment to the Group Policy. If the terms of the Certificate differ from the Group Policy, the terms stated in the Group Policy will govern. The Policyholder, your Employer, and their respective employees or representatives have no right or authority to change or amend the Group Policy or to waive any of its terms or provisions without our signed written approval.

We may change the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyholder's consent.

Any such change or amendment of the Group Policy may apply to current or future Members or to any separate classes or groups thereof.

LI.TA.OT.1

DEFINITIONS

Accidental Injury means an injury to your body caused by an accident.

Annual Earnings means your annual rate of earnings from your Employer including amounts contributed to a Section 125 plan under the terms of a salary reduction agreement and deferred compensation, but excluding bonuses, overtime pay and any other extra compensation. Your Annual Earnings will be based on your earnings in effect on your last full day of Active Work, unless you had a salary decrease. If you had a decrease in Annual Earnings due to a salary decrease, your Annual Earnings will be based on your earnings in effect prior to any salary decrease. The following rules apply to the computation of your annual rate of earnings:

Bi-weekly Pay: Bi-weekly earnings are multiplied by 26 to find your annual rate of earnings.

Weekly Pay: Weekly earnings are multiplied by 52 to find your annual rate of earnings.

Hourly Pay: Your hourly pay rate is multiplied by 2,080 to find your annual rate of earnings.

Change In Family Status means a family status change as defined in your Employer's Section 125 Cafeteria Plan.

Child means:

1. Your child from live birth to age 26; or
2. Your child who meets either of the following requirements:
 - a. The child is insured under the Group Policy and, on and after the date on which insurance would otherwise end because of the Child's age, is continuously Disabled.
 - b. The child was insured under the Prior Plan on the day before the effective date of your Employer's coverage under the Group Policy and was Disabled on that day, and is continuously Disabled thereafter.

Child includes any of the following, if they otherwise meet the definition of Child:

- i. Your adopted child;
- ii. Your stepchild, if living in your home; and
- iii. Any child for whom you have court ordered custody or legal guardianship, pursuant to the Internal Revenue Code definition of dependent.

Your child is Disabled if your child is:

1. Continuously incapable of self-sustaining employment because of mental retardation or physical handicap; and
2. Chiefly dependent upon you for support and maintenance, or institutionalized because of mental retardation or physical handicap.

You must give us proof your Child is Disabled on our forms within 31 days after a) the date on which insurance would otherwise end because of the Child's age or b) the effective date of your Employer's coverage under the Group Policy if your child is Disabled on that date. At reasonable intervals thereafter, we may require further proof, and have your Child examined at our expense.

Contributory means you pay all or part of the premium for insurance.

Dependents Life Insurance means dependents life insurance, if any, under the Group Policy.

Eligibility Waiting Period means the period you must be a Member before you become eligible for insurance. See **Coverage Features**.

Evidence Of Insurability means an applicant must:

1. Complete and sign our medical history statement;
2. Sign our form authorizing us to obtain information about the applicant's health;
3. Undergo a physical examination, if required by us, which may include blood testing; and
4. Provide any additional information about the applicant's insurability that we may reasonably require.

Group Policy means this group life insurance policy issued by us to the Policyholder and identified by the Group Policy Number.

Injury means an injury to your body.

Life Insurance means life insurance under the Group Policy.

Noncontributory means the Policyholder or Employer pays the entire premium for insurance.

Open Enrollment Period means the period designated each year by the Employer during which a Member may elect changes in benefit plans.

Physician means a licensed medical practitioner, acting within the scope of the license. Physician does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

Prior Plan means your Employer's group life insurance plan in effect on the day before the effective date of your Employer's coverage under the Group Policy and which is replaced by the Group Policy.

Sickness means your sickness, illness, disease or pregnancy and related medical conditions.

Spouse means:

1. A person to whom you are legally married and from whom you are not legally separated, including a declared common law spouse; or

2. Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to the Employer, and filed that affidavit for public record if required by law.

However, for purposes of insurance under the Group Policy, Spouse does not include a person who is a full-time member of the armed forces of any country.

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